

**Questions and Answers Set # 1**

**Question 1:** The scope of this project is "interoperability," but the design of a new statewide radio system requires meeting day-to-day "intra-operability" requirements (i.e., the individual agencies' autonomous wireless needs) as well as the inter-agency "interoperability" needs. Are we to capture both function requirements, including system capacity, to meet both intra-operability and interoperability needs? If not, will "intra-operability" needs be provided for each stakeholder by the State at Contract start?

**Answer 1:** The Contractor will be required to capture both functional requirements (inter and intra), including system capacity, to meet the intra-operability and interoperability needs of each stakeholder during the data collection phase (Task 2 to collect the information and Task 3 to develop functional requirements). The RFP will be amended accordingly.

**Question 2.** Paragraph 1.1.3 States "The Procurement Officer shall issue a Notice to Proceed (NTP) for any or all of the discrete priced deliverable tasks identified in the RFP Section 2.5 depending upon the available funding and the successful accomplishment of previously ordered tasks." Later in the same paragraph, the following appears: "A Notice to Proceed (NTP) for Tasks 1 - 7 will be issued at Contract execution." Can you clarify this? Does this simply mean that NTPs will be issued at Contract execution for whatever of the seven tasks that the State chooses to pursue?

**Answer 2:** You can anticipate an NTP will be issued for the first seven tasks, as a block, to begin at Contract execution.

**Question 3.** Paragraph 2.5.4.2 indicates that Task 9 is optional and may or may not be exercised. Paragraph 1.1.3 says "At the sole discretion of the State, a specific Notice to Proceed (NTP) will be issued for Task 8 and possibly Task 9, if warranted." Paragraph 1.4 of the RFP States that the Contract duration shall be two years. Are Tasks 8 and/or 9 excluded from the two-year duration?

**Answer 3:** No. Tasks will be executed with sufficient lead-time to allow for completion before the end of the contract performance period.

**Question 4:** RFP Paragraph 1.1.18 States "Neither multiple nor alternate proposals will be accepted." Does this preclude options for the performance of a given task within the proposal? This question refers to offering the State options for the performance of a specific task and not the recommended strategic options mentioned in Paragraph 2.5.3.3 of the RFP.

**Answer 4:** No. Section 1.1.18 refers to the overall proposal level. Although the State is looking for your best solution for each task, the best way to perform or complete a task could involve alternatives to those we have outlined.

**Question 5, Part I:** Who is to be responsible for meeting the propagation coverage requirements? We believe that the radio vendor (whoever might be selected ultimately) would bear this responsibility - and insist on doing so or NOT guarantee performance. However, if the State (with the support Contractor) specifies the sites, the radio vendors are not likely to accept the coverage requirements imposed given the pre-defined sites. Paragraph 2.5.3.4 of the RFP calls for "Recommended identification of the specific site(s) and associated justification for selection."

**Answer 5, Part I:** The radio vendor who is ultimately selected to provide the new Statewide Radio System will be responsible for meeting the State's required coverage

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levels around the State. The winning Offeror for this procurement will provide propagation coverage studies to allow the State to continue developing its infrastructure and validate the existing sites' abilities to support future State communication needs.

**Question 6: Conduct Project Initiation**

**Part I:** 1.1 RFP Paragraph 2.5.2.4 States "The Contractor shall facilitate a Project Kickoff Meeting to include the project teams from both parties and the project's Executive Sponsor, for the purpose of conduction introduction, defining roles and responsibilities, logistical details, and communicating expectations." The expression "Executive Sponsor" is not defined in the RFP. Does it refer to the State's Project Manager (and their team), the State Interoperability Executive Committee (SIEC), or another State entity?

**Answer 6, Part I:** The State's Executive Sponsor is Mr. Ellis Kitchen, Chief of Information Technology. Section 1.2 of the RFP will be so amended.

**Part II:** Does the expression "both parties" refer to the State and the Contractor?

**Answer 6, Part II:** Yes, "both parties" refers to the State project team and the Contractor's team for this procurement.

**Question 7: Task 6 – Develop System Implementation Plan**

6.1 RFP Paragraph 2.5.3.3 States "The Contractor shall develop an optimum implementation strategy based on a balance of service reliability, satisfying functional requirements, time to implement, and estimated costs." Support for the optimum implementation strategy may very well be provided by the offerings of more than one vendor. With this in mind, doesn't it make sense to conduct the Proof of Concept with alternative vendors' products (evaluated in sequence)?

**Answer 7:** There is no "6.1" in the RFP, but if you mean the initial task description under Section 2.5.3.3, then the State has included two Proof of Concept Validation sites to both study different terrain, as well as give us the flexibility to consider more than one equipment vendor.

**Question 8: Task 8 – Proof of Concept Validation Site One**

8.1 What State entity will "approve" of the "proof-of-concept" test site? What are the criteria and requirements for this approval?

**Answer 8:** There is no "8.1" in the RFP, but if you mean the initial task description under Section 2.5.4.1, then the Department of Budget and Management will approve of the "proof-of- concept" test site(s) for this procurement. The criteria and requirements for this approval are not needed by the Offeror to propose on this procurement.

**Question 9 Part I: Task 8.2:** Is radio coverage engineered at the "proof-of-concept" test site considered to be a "measure of interoperability"?

**Answer 9 Part I:** There is no "8.2" in the RFP, but if you mean the task description in Section 2.5.4.1, Task 8, then the answer is No.

**Question 10 Task 8:** Is the inter-operation of users within the same radio system or between disparate radio systems at RF adequate to prove "inter-operation" irrespective of radio coverage?

**Answer 10:** The goal of this radio system is to create interoperability by constructing (and developing technical standards for) a Statewide Radio System. The Contractor is not responsible for measuring the ability of this system to interoperate with other radio systems.

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**Question 11: Task 8.4.** Is the State's intention to eventually include the Concept Verification Site(s) as operational site(s) or are the site(s) intended to serve only for the Proof of Concept? The stipulation in RFP Paragraph 2.5.4.1 that "If sufficient room is unavailable in the existing shelter the manufacture at no cost to the State will be required to provide a shelter that conforms to industry standards for such a structure." seems to imply permanence. Otherwise a separate temporary shelter could be provided to support the additional space needs of the Concept Verification.

**Answer 11:** There is no "8.4" in the RFP, but if you mean the task description under Section 2.5.4.1, Task 8, then the State's intent is to include the "proof-of-concept" site as an eventual and future operational site. The intent of this requirement is to ensure that the radio vendors, regardless of implementation size, provide all required hardware, infrastructure, and shelters necessary to successfully test their equipment. The Contractor or radio vendor may provide a temporary shelter, if needed.

**Question 12:** Where will the State's program management office for this project be located and will the State provide office space for the contractor at that location to facilitate the exchange of information and meetings?

**Answer 12:** The State's program management office for this project is split between State offices located in the City of Annapolis, 45 Calvert Street and the City of Baltimore, 301 W. Preston Street. The Contractor may be required to meet at either location to provide the required status reports. Meeting space only will be provided by the State, as no other office space is available. Note that the RFP does not offer or provide any office space.

**Question 13:** What weight will fulfillment of the MBE goal have in the overall proposal evaluation and selection?

**Answer 13:** None. The MBE goal is not evaluated. See Section 4 of the RFP. However, when the Offeror submits an MBE goal in its proposal, and agrees to meet that goal, compliance becomes a contract performance issue for the selected Offeror (Contractor).

**Question 14:** We would like to be sent an "as is" copy of the State's inventory report cataloging the physical characteristics of the State's 316 radio towers.

**Answer 14:** The winning Offeror will have access to the ongoing Statewide Tower Infrastructure inventory as it is completed per RFP Sections 2.2.3 and 2.11. There is no "as is" copy at this time.

**Question 15 Part I:** Will the State allow the contractor to propose any tasks included under this procurement to be awarded on a basis other than FFP?

**Answer 15, Part I:** No. See the contract type in Section 1.3 (FYI, contract is FP not FFP).

**Question 16 Part II:** Can we bid any tasks which are not boundable by the contractor on a CPFF basis?

**Answer 16 Part II:** No. The discrete tasks to be accomplished under this contract are described on a fixed price basis. See RFP Sections 1.1, 1.3 and 2.1.

**Question 17:** Will there be multiple awards?

**Answer 17:** No. See RFP Section 1.1.4.

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**Question 18:** In Task 8 and Task 9 does the 'no cost to the State' refer to the equipment manufacturers and not to the Contractor? Please clarify.

**Answer 18:** In Task 8 and Task 9, the "no cost to the State" refers to the equipment manufacturers hardware, technical resources, etc. that could be offered at no charge. Recognizing that some equipment manufacturers may not be willing to provide those types of resources for free, the Prime Contractor may be compelled to buy equipment to be used in the performance of the POC. In this instance, the fixed price offered for Tasks 8 and 9 may include those amounts but the State asks that you footnote those costs and charge no more than what the Contractor pays. Contractor profit and overhead should be considered in the fixed price offered for the Contractor's role in Tasks 8 and 9, such as planning, execution, monitoring and reporting. The RFP Sections 2.5.4.1 and 2.5.4.2 will be amended to so state.

**Question 19:** Developing the System Implementation Plan is dependent on completing the System Detailed Design Document yet the RFP schedule indicates a due date of NTP + 8 months for both tasks. Is it the expectation of the State to have these tasks completed concurrently?

**Answer 19:** How the tasks are completed will be up to the Contractor as approved by the State in accordance with the RFP. The State has provided the NTP + X months schedule as a "no later than" time structure to allow some flexibility to the vendor. NTP + 8 months is the maximum time allowed to complete both tasks mentioned and they may be worked on concurrently or done sequentially if desired as long as the maximum time for each task is not exceeded.

**Question 20:** Is it the States intention to have this project span the two-year cycle indicated in the RFP?

**Answer 20:** It is the State's intention for all tasks implemented under the contract to be completed on or before the two year performance period has passed. That means the project could be completed before the two years if the winning Offeror has a more aggressive schedule.

**Question 21:** Is there an option for the vendor to propose a shorter schedule than presented in the RFP?

**Answer 21:** Yes. Although not an "option" in contractual terms, the Offeror's single proposed solution may be shorter than the schedule in the RFP but not longer.

**Question 22:** Who will be the PM representative for the State of MD for this contract?

**Answer 22:** The State's project manager (PM) will be named on or before execution of the Contract.

**Question 23:** Is the Proof of Concept Validation limited to one site?

**Answer 23:** No, up to two sites may be required under this RFP per Tasks 8 and 9.

**Question 24:** Does the Proof of Concept Validation site represent the management site for interoperability?

**Answer 24:** The Proof of Concept site is the location where proposed vendor hardware will be tested by the State. See RFP Section 2.4.3. The POC is not a management site for interoperability.

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**Question 25:** Since this project does not include the development of a complete system, will the additional deliverables defined in the State's System Life Cycle be applicable or will the deliverables be limited to the ones specifically defined in the RFP?

**Answer 25:** Deliverables will be limited to the ones specifically defined in the RFP.

**Question 26:** Price Proposal Form: The RFP references a separate Excel spreadsheet for pricing. Where is this located?

**Answer 26:** The Excel spreadsheet is attached to this document.

**Question 27 Task 3:** The RFP States that the State will create a new network with new frequencies that all State public safety and first responder agencies can use to communicate with one another. Will the State's existing "stove pipe" networks need to be made interoperable with this new network? If so, is that part of this project or another project?

**Answer 27:** No. The consideration of the State's existing "stove pipe" networks is not part of this RFP.

**Question 28 Task 4:** A fleet map is a portable matrix carried by first responders that clearly identifies available communication channels to specific talk groups. Is the Contractor to develop a detailed talk group plan or "fleet map" as part of the State-wide Wireless Channel Plan? Has the State created a team to develop that, and if so are there any results? What is the current status of the State's fleet map development?

**Answer 28:** The Contractor is not required to develop a "fleet map" as part of the Statewide Wireless Channel Plan.

**Question 29 Task 4:** Please describe what is meant by "operational call groups".

**Answer 29:** "Operational call groups" is another term for "talk groups". The RFP will be amended to provide these definitions.

**Question 30 Task 4:** What degree of interoperability and integration with the existing local 800 MHz networks is contemplated for the proposed design?

**Answer 30:** The proposed design under this RFP does not take into consideration existing radio systems.

**Question 31 Task 4:** Is there a design requirement for the Consultant to engineer interoperability of the existing State/Federal/County/City/Town networks with the State's new interoperable network? We did not see that explicitly called out in the RFP.

**Answer 31:** There is no design requirement for the Contractor to engineer interoperability of the existing networks with the State's new interoperable network.

**Question 32 Task 5:** On page 11, will the statewide tower site analysis be made available to support the design? Will this information be made available "as is" prior to the May 2006 completion date? This information is required at project kickoff to begin the network and channel design.

**Answer 32:** Yes, but not necessarily at the kickoff. This information will be provided to the Contractor as the inventory is completed.

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**Question 33 Task 5:** What is meant by Processing Logic as part of the Detailed Design Document?

**Answer 33:** The intent was to require a "Propagation Study." Accordingly, the State will amend the RFP to change "Processing Logic" to "Propagation Study".

**Question 34 Task 7:** Who is expected to manage the 24/7/365 SLA developed by the Contractor? Is it to be managed by the State and the Contractor, the State and a third party (manufacturer) or the Contractor and a third party (manufacturer)?

**Answer 34:** The Contractor is expected to create a SLA under Section 2.5.3.4 and manage the Service Level Agreement (SLA) for only the Proof of Concept site, if the State chooses to execute Tasks 8 and 9.

**Question 35 Task 8:** Has the State already negotiated with a manufacturer for the zero cost proof of concept site?

**Answer 35:** No. In Task 8 and Task 9, the "no cost to the State" refers to the equipment manufacturers hardware, technical resources, etc. that could be offered at no charge. Recognizing that some equipment manufacturers may not be willing to provide those types of resources for free, the prime Contractor may be compelled to buy equipment to be used in the performance of the POC. In this instance, the fixed price offered for Tasks 8 and 9 may include those amounts but the State asks that you footnote those costs and charge no more than what the Contractor pays. Contractor profit and overhead should be considered in the fixed price offered for the Contractor's role in Tasks 8/9 such as planning, execution, monitoring and reporting. The RFP Sections 2.5.4.1 and 2.5.4.2 will be amended to so state.

**Question 36 Task 8:** Please confirm that Contractor's fees to manage the proof of concept site are to be quoted as part of the proposal response.

**Answer 36:** The Contractor's fees to manage the Proof of Concept site are to be quoted as part of the proposal response. See response to Question 19. In Task 8 and Task 9, the "no cost to the State" refers to the equipment manufacturers hardware, technical resources, etc. that could be offered at no charge. Recognizing that some equipment manufacturers may not be willing to provide those types of resources for free, the prime Contractor may be compelled to buy equipment to be used in the performance of the POC. In this instance, the fixed price offered for Tasks 8 and 9 may include those amounts but the State asks that you footnote those costs and charge no more than what the Contractor pays. Contractor profit and overhead should be considered in the fixed price offered for the Contractor's role in Tasks 8/9 such as planning, execution, monitoring and reporting. The RFP Sections 2.5.4.1 and 2.5.4.2 will be amended to so state.

**Question 37 Task 8:** Also confirm that the manufacturer's cost of participation in the proof of concept site is to be fully covered by the selected manufacturer.

**Answer 37:** In Task 8 and Task 9, the "no cost to the State" refers to the equipment manufacturers hardware, technical resources, etc. that could be offered at no charge. Recognizing that some equipment manufacturers may not be willing to provide those types of resources for free, the prime Contractor may be compelled to buy equipment to be used in the performance of the POC. In this instance, the fixed price offered for Tasks 8 and 9 may include those amounts but the State asks that you footnote those costs and charge no more than what the Contractor pays. Contractor profit and overhead should be considered in the fixed price offered for the Contractor's role in

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Tasks 8/9 such as planning, execution, monitoring and reporting. The RFP Sections 2.5.4.1 and 2.5.4.2 will be amended to so state.

**Question 38 Page 18:** Is the cost for the Contractor's Criminal Justice Information System (CJIS) certification process being covered by the State?

**Answer 38:** No. This cost should be included in one or more of the fixed price tasks in the Contractor's financial proposal.

**Question 39:** Is Contractor's staff expected to work in their corporate facilities or in State offices? Where are these State offices located? And where is the State's office for this project located?

**Answer 39:** The Contractor's staff is expected to work in their corporate facilities but be able to attend meetings specified in RFP Section 2.8. No State office space is provided under this RFP. See response to Question 13.

The State's program management office for this project is split between State offices located in the City of Annapolis (45 Calvert Street) and the City of Baltimore 301 W. Preston Street). The Contractor may be required to meet at either location to provide the required Status reports. Only meeting space will be provided by the State as no other office space is available. Note that the RFP does not offer or provide any office space.

**Question 40:** Will the State consider partial milestone payment process for this project?

**Answer 40:** No

**Question 41:** Which firm(s) provided assistance to the State to generate this RFP? Is this firm(s) excluded from responding to this RFP?

**Answer 41:** The State independently created the RFP with no outside or private assistance. Accordingly, the second question is not applicable.

**Question 42:** Is there any requirement to interoperate with Federal or other State Agencies? It will change the scope and increase the number of stakeholders that need to be interviewed

**Answer 42:** The scope of this RFP is the design of a new Statewide Radio system; there is not a requirement to make the system interoperable with Federal or another State's Agencies.

**Question 43:** RFP paragraph 3.4.9 (pg 27) states "The proposed work plan, due dates for milestones and deliverables tasks, labor categories proposed, and resource hours estimated for each proposed labor category shall become part of the Contract with the selected Offeror." The labor categories proposed and resource hours estimated for each proposed labor category are inconsistent with and should not be included in a fixed price contract. Request this sentence be modified to remove reference to the "labor categories proposed and resource hours estimated for each proposed labor category" shall become part of the Contract with the selected Offeror.

**Answer 43:** The State is entitled to know and to evaluate the level of effort and the resources the Contractor intends to commit to this project. Note the State does not ask for labor rates, precisely because this is a fixed price contract. Remember that the technical and financial proposals are mutually exclusive until the end where ranking for each area is collectively considered to determine the most advantageous offer to the State. Accordingly, this portion of the RFP will not be revised.

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**Question 44:** Will the State provide contact information and assist in brokering discussions with the Public Safety frequency coordinator for the State and surrounding jurisdictions?

**Answer 44:** Yes

**Question 45: Part I:** Do the 316 towers, identified as part of the facility inventory, represent the total tower assets available to the State?

**Answer 45, Part I:** Yes

**Question 45 Part II:** Does this total include the local public safety agency assets?

**Answer 45, Part II:** Yes, if available to the State for our use.

**Question 46:** How will the tower assessment be made available and will any portion of that information be available prior to May 2006?

**Answer 46:** The winning vendor will have access to the ongoing Statewide Tower Infrastructure inventory as it is completed per RFP Sections 2.2.3 and 2.11.

**Question 47:** Has the project's executive sponsor been identified?

**Answer 47:** The State's Executive Sponsor is Mr. Ellis Kitchen, Chief of Information Technology. Section 1.2 of the RFP will be so amended.

**Question 48:** Are copies of current radio communications strategic plans available?

**Answer 48:** No. See RFP Section 2.5.2.3, first bullet—part of data collection should be to gather what you need to meet requirements.

**Question 58:** Are current radio communications asset inventories available for participating agencies?

**Answer 58:** No. See RFP Section 2.5.2.3, first bullet—part of data collection should be to gather what you need to meet requirements.

**Question 49:** Is there an identified list of interviewees beyond the member of the SIEC? If so can that list be provided?

**Answer 49:** No. The interview process is limited to the members of the SIEC as reflected in the RFP, Section 2.2.4. They, and only they, will participate in the survey:

**Question 50:** Is there a State frequency coordinator who will be made available to support the wireless channel plan development?

**Answer 50:** Yes

**Question 51:** What is meant by and expected regarding "processing logic" in the detailed system design section requirement?

**Answer 51:** The intent was to require a "Propagation Study." Accordingly, the State will amend the RFP to change "Processing Logic" to "Propagation Study".

**Question 52:** Currently, the system implementation plan is scheduled to be due at the same time as the system design. Would the State consider modifying that sequence so that the implementation plan would not be due until after the State approves a design concept?

**Answer 52:** No. The Contractor will be working with and reporting to the State on a weekly basis through out the Tasks identified in the RFP. The Contractor may get approval for the System Detailed Design Document at any point of time after the NTP



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and prior to the 8-month deadline. If the Contractor requires this approval before beginning work on the Implementation Plan, they should allot that time in the schedule and complete the previous task accordingly.

**Question 53:** Is remote participation in the bi-weekly DBM progress report meetings permitted?

**Answer 53:** No

**Question 54:** Section 1.21 states in the second and third sentences: "Any exceptions to this RFP or Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected."

**Part I:** If an Offer takes exception that is not acceptable to the State, will the proposal be summarily rejected?

**Answer 54 Part I:** No; the Offeror will have at least one opportunity to withdraw the exception without prejudice; the process will involve written notice of the State's position regarding your exceptions.

**Part II:** Will the State give the Offeror the opportunity to withdraw the exception without prejudice? What is the process in this regard?

**Answer 54 Part II:** Yes per Part I response. If the State and the Offeror cannot reach an accord on exceptions, the Offeror's proposal might be rejected at that time.

**Question 55:** Under section 3.4.6 entitled Offeror Experience and Capabilities, it states: "Offerors shall include information on past experience with similar projects and *particularly with the "cabling and wiring services."* (emphasis added is ours (vendor's).

Can the State clarify whether the particular interest in cabling and wiring services is just a typo from another RFP and is to be ignored, or if in fact it is an appropriate emphasis of this project? If it is an appropriate emphasis of this project, can the State explain this particular interest in more detail?

**Answer 55:** The terms cabling and wiring services are in error. Replaced via Amendment #1, to say, "wireless interoperability".

**Question 56.** The following questions are all related to the issue of any prohibition of the selected Offeror for this RFP to participate in follow on work for the State. For practical purposes, these questions are consolidated as follows and a single answer given

There appears to be nothing in the RFP about Contractor support to the preparation of RFPs for the solicitation of Offerors for the system implementation. Does the State intend to have the winning Contractor provide this capability in this project or in future?

Conflict of Interest (P 8) – Has the State made a determination whether the firm selected for the Wireless Interoperability Requirements and Proof of Concept RFP will be limited in participate in the implementation of wireless system? If not, will this determination be made prior to submissions of proposals for this RFP?

Will the contractor/subcontractor(s) awarded the contract resulting from this RFP be excluded from any follow-on contracts subsequent to Completion of this awarded contract?

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Will the prime contractor and its lower tier subcontractors for this effort be disqualified from any future projects including the implementation of a statewide wireless interoperable voice and data communication system?

If a vendor participates in the proof of concept even if they are not the prime bidder, would that be considered a "conflict of interest" for any future RFP that may be issued to provide the proof of concept service that was provided under this solicitation?

**Answer Question 56:**

See section 1.31.1 of the RFP. As stated in the RFP, the impact of the State Ethics Law, State Government Article § 15-508, will depend on the specific factual circumstances of a follow up procurement if there is one, and if so, whether the vendor's participation in the initial procurement results in its having assisted in the drafting of the specifications for that follow up procurement. To the extent the selected Contractor may be considered to have assisted in the drafting of specifications, an invitation for bids, or a request for proposals for a future procurement based on the results of this solicitation, the selected Contractor may be prohibited from participating in the future procurement for which the specifications are used. The central issue is the vendor's involvement in the prior procurement and the extent to which it is deemed by its involvement to have assisted in the drafting of the specifications for the follow up procurement. Under SG §15-508, if the vendor helps draft the specifications for the procurement in any capacity, it may not bid or propose on that procurement. Obviously, at this point, the State does not know the outcome of this procurement and cannot opine as to whether or not future procurements will result from this one. Please see Ethics Commission Advisory Opinions 98-09, 95-13, 00-01 for additional discussions of how SG §15-508 has been interpreted by the Ethics Commission at <http://ethics.gov.state.md.us/>.

<Signed>

Cathryn C. Phelps  
Procurement Officer